REMARKS

Reconsideration and withdrawal of the rejections of this application and consideration and entry of this paper are respectfully requested in view of the herein remarks, which place the application in condition for allowance.

I.   STATUS OF CLAIMS AND FORMAL MATTERS

Claims 1-10 and 12-21 are now pending in this application. (Claim 11 has been cancelled.) A paragraph updating the status of the parent application has been added to the specification. Claims 9 and 21 have been amended to address the Examiner's objection and rejection. No new matter has been added.

The applicants extend their appreciation to the Examiner for identifying allowable subject matter with regards to claim 7, 12-16 and 19.

II.   THE OBJECTION TO THE CLAIMS HAVE BEEN OVERCOME

Claim 9 has been amended as suggested by the Examiner.

III.   THE 35 U.S.C. 112, 2nd PARAGRAPH REJECTION HAS BEEN OVERCOME

Claim 21 has been amended to refer to UV curable coating which obviates the Examiner's rejection.

IV.   THE 35 U.S.C. 102(b) REJECTION HAS BEEN OVERCOME

Claims 1-6, 8-11, 17, 18 and 20 were rejected as allegedly being anticipated by Koerner et al. (U.S. Patent 4,452,961 - "Koerner").

As taught in MPEP 2131, a holding of anticipation requires:

(1)   "...each and every element set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987)"; and

(2)   "The identical invention must be shown in as complete detail as is contained in the...claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d, 1913, 1920 (Fed. Cir. 1989).

The Koerner reference fails to meet this standard.

The Examiner states that Koerner teaches reacting an alkoxysiloxane with a "two ester moiety, hence it is aptly labeled a polyester...". However, this is not the interpretation of the term "polyester" as would be recognized by one of ordinary skill in the art. The Koerner reference lacks a specific definition for the term "polyester" and the description and examples

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within the Koerner reference do not suggest any other meaning for the term "polyester" or that their invention should be viewed as being inclusive of polyesters. As such, one or ordinary skill in the art would revert to the plain meaning for the term "polyester" (see MPEP 2111.01). A sample definition of polyester from *The Penguin Dictionary of Chemistry* states that polyesters are "polymers formed by condensation of polyhydric alcohols...and polybasic acids..." and that in turn polymers (polymerization) are large molecules (macromolecules). see page 320. Macromolecules are defined as being "molecules of high molecular weight (usually greater than 10,000)". see page 240. This plain meaning of the term "polyester" is at odds with the Examiner's interpretation of the teachings recited in Koerner, i.e. one of ordinary skill in the art would not recognize a two ester containing compound to be a polyester given the normally accepted meaning of the term.

Therefore, each of the elements of the applicants' claimed process is not taught and the claims are not anticipated by the Koerner reference.

CONCLUSION

In view of the remarks and amendments herewith, the application is believed to be in condition for allowance. Favorable reconsideration of the application and prompt issuance of a Notice of Allowance are earnestly solicited. The undersigned looks forward to hearing favorably from the Examiner at an early date, and, the Examiner is invited to telephonically contact the undersigned to advance prosecution. The Commission is authorized to charge any fee occasioned by this paper, or credit any overpayment of such fees, to Deposit Account No. 50-0320.

Respectfully submitted,
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Attachment: Copy of pages 240 and 320 from *The Penguin Dictionary of Chemistry*